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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM459232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ridmark Corporation		01/17/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Riddell, Inc.		
Street Address:	1700 W. Higgins Road, Suite 500		
City:	Des Plaines		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: ILLINOIS		

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0662126	KRA-LITE
Registration Number:	1537482	POWER
Registration Number:	3261862	POWER
Registration Number:	1711910	POWER
Registration Number:	2039625	POWER
Registration Number:	3178949	RIDDELL
Registration Number:	3431707	RIDDELL
Registration Number:	3155695	RIDDELL
Registration Number:	3178953	RIDDELL
Registration Number:	3147250	RIDDELL
Registration Number:	3178950	RIDDELL
Registration Number:	3178951	RIDDELL
Registration Number:	3178952	RIDDELL
Registration Number:	3150366	RIDDELL
Registration Number:	1868448	WARRIOR
Registration Number:	1746487	Z-BAR

CORRESPONDENCE DATA

Fax Number: 3129847700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.372.2000

Email: ipdocketmwe@mwe.com, jmikulina@mwe.com, psiavelis@mwe.com,

cvicino@mwe.com

Correspondent Name: Carolyn M. Vicino

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

NAME OF SUBMITTER: Carolyn M. Vicino

SIGNATURE: /Carolyn M. Vicino/

DATE SIGNED: 01/24/2018

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Trademark Assignment</u>") is effective as of January //, 2018, between Ridmark Corporation, a Delaware corporation (the "<u>Assignor</u>"), and Riddell, Inc., an Illinois corporation (the "<u>Assignee</u>").

RECITALS

- A. The Assignor is the owner of the trademarks set forth on <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");
- B. The Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and
- C. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee, and the Assignee desires to acquire the Marks.

AGREEMENTS

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. The Assignor does hereby assign to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.
- 3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does

hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

- 4. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.
- 5. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Ridmark Corporation

1700 W Higgins Road Ste, #500

Des Plaines, Illinois 6001&

Title: Courses Caros Ed

ASSIGNEE:

Riddell, Inc.

1700 W Higgins Road Ste. #500

Des Plaines, Illinois 60018

Name:

Title.

Schedule A

U.S. Trademark Registrations

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
KRA-LITE	United States of America	72/037293	Sep-16-1957	662126	May-27-1958
POWER	United States of America	73/686094	Sep-24-1987	1537482	May-02-1989
POWER	United States of America	78/332795	Nov-25-2003	3261862	Jul-10-2007
POWER and Design	United States of America	74/200023	Sep-03-1991	1711910	Sep-01-1992
POWER and Design	United States of America	74/560301	Aug-12-1994	2039625	Feb-25-1997
RIDDELL	United States of America	76/633738	Mar-18-2005	3178949	Dec-05-2006
RIDDELL	United States of America	76/633759	Mar-18-2005	3431707	May-20-2008
RIDDELL	United States of America	76/633760	Mar-18-2005	3155695	Oct-17-2006
RIDDELL	United States of America	76/633762	Mar-18-2005	3178953	Dec-05-2006
RIDDELL	United States of America	76/633764	Mar-18-2005	3147250	Sep-26-2006
RIDDELL (Stylized)	United States of America	76/633739	Mar-18-2005	3178950	Dec-05-2006

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
RIDDELL (Stylized) Riddell	United States of America	76/633740	Mar-18-2005	3178951	Dec-05-2006
RIDDELL (Stylized)	United States of America	76/633741	Mar-18-2005	3178952	Dec-05-2006
RIDDELL (Stylized) Riddell	United States of America	76/633743	Mar-18-2005	3150366	Oct-03-2006
WARRIOR	United States of America	74/200077	Sep-03-2001	1868448	Dec-20-1994
Z-BAR	United States of America	74/181430	Jul-01-1991	1746487	Jan-12-1993

Foreign Trademark Registrations

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
RIDDELL	Brazil	817459723	Sep-10-1993	817459723	May-05-1998
POWER	China	13545005	Nov-15-2013	13545005	Jun-28-2017
RIDDELL	China	4897093	Sep-15-2005	4897093	May-06-2009
RIDDELL	Denmark	02922/1991	Apr-23-1991	VR 1993 03208	Apr-30-1993
POWER	European Union Intellectual Property Office	012237996	Oct-21-2013	012237996	Oct-03-2014
RIDDELL	European Union Intellectual Property Office	178376	Apr-01-1996	178376	M ay-04-1999

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
RIDDELL	Finland	1985/91	Apr-24-1991	121762	Sep-07-1992
RIDDELL (stylized)	Germany	R53925 25 WZ	May-10-1993	2061873	Apr-08-1994
RIDDELL	Hong Kong		Jun-21-1993	1995B02012A A	Jun-20-1995
RIDDELL	Italy	RM2003C0034 30	Jul-07-1993	1559275	Jun-06-2007
RIDDELL	Japan	61426/1993	Jun-22-1993	3258352	Feb-24-1997
RIDDELL	Japan	61427/1993	Jun-22-1993	3261450	Feb-24-1997
RIDDELL	Japan	81440/95	Aug-09-1995	4103714	Jan-16-1998
RIDDELL	Mexico	611948	Jul-28-2003	851703	Sep-21-2004
RIDDELL	Mexico	611946	Jul-28-2003	841999	Jul-16-2004
RIDDELL	Mexico	611947	Jul-28-2003	842000	Jul-16-2004
RIDDELL POWER & DESIGN	Mexico	1547291	Nov-10-2014	1516662	Feb-24-2015
RIDDELL & Triangle Design	Republic of Korea	2005-641	May-11-1993	40-305579	Jan-12-1995
RIDDELL (stylized)	Republic of Korea	2005-640	May-11-1993	305578	Jan-12-1995

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
RIDDELL (stylized)	Taiwan	82053320	Oct-28-1993	644828	Jun-01-1994
RIDDELL (stylized)	Taiwan	82053318	Oct-28-1993	643737	May-16-1994
RIDDELL (stylized)	Taiwan	82042674	Aug-28-1993	642318	May-01-1994
RIDDELL & Triangle Design	Thailand	254142	Oct-21-1993	TM38834	Oct-21-1993
RIDDELL & Triangle Design	Thailand	254140	Oct-21-1993	TM57270	Oct-21-1993
RIDDELL	United Kingdom	1550039	Oct-08-1993	1550039	Dec-01-1995

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